



777 Mariners Island Boulevard, Suite 600
San Mateo, California 94404

Addendum

All terms in this addendum are defined in accordance with Connecticut Public Act No. 16-189

1. Student information, student records, and student-generated content, as defined in Connecticut Public Act 16-189, are not our property and are not under our control;
2. At any time during or upon completion of the term of the Agreement, and upon written request to help@ixl.com, we will destroy any personally-identifying student information in our possession;
3. We will not use student information, student records, and student-generated content for any purposes other than those authorized pursuant to the Agreement;
4. Should a parent, legal guardian, or eligible pupil wish to review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, they may do so via their account or by contacting us at help@ixl.com;
5. We implement reasonable and appropriate physical, administrative, and technical safeguards to protect student information, student records, and student-generated content from unauthorized access, destruction, use, modification, or disclosure. This includes utilizing industry standard server and network hardware and software, use of encryption, anti-virus, and anti-malware software, as well as limiting access to the data to only authorized employees and school or district officials;
6. In the event of an unauthorized release, disclosure, or acquisition of student information, student records, or student-generated content, as required by law and in accordance with the provisions of section 4 of Connecticut Public Act 16-189, we will notify a representative designated by the local or regional board of education as soon as practicable, but no later than the time period set forth in Connecticut Public Act 16-189 after we become aware of it;
7. At any time during or upon completion of the term of the Agreement, and upon written request by the school or district, student information, student records, or student-generated content shall be destroyed unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with us for the purpose of storing student-generated content, in the event that we maintain such accounts;
8. IXL will be receiving or have access to student/employee records containing information that is confidential. Student/employee information is protected by state statutes and by United States Code (FERPA). IXL acknowledges that any East Windsor Schools data is property of East Windsor Schools and agrees not to use such data for any purpose(s) except to the extent necessary to fulfill its obligation under the pilot agreement and except as set forth.

IXL agrees that it shall treat East Windsor Schools data with the same degree of care as it accords its own confidential information and will not share any East Windsor Schools data with other individuals, groups, agencies, or organizations outside the bounds of IXL

agreement with East Windsor Schools, except as required by law or court order and except as set forth;

9. The laws of the state of Connecticut shall govern the rights and duties of the parties with respect to this Addendum;
10. If any provision of the Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application.

IXL Learning, Inc.

East Windsor Public Schools



Paul Mishkin, CEO



10/25/17
Date

7-1-18
Date